

**REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA**

Page 1 of 9

July 13, 2010

To Whom It May Concern:

The Town of Amherst will be receiving sealed proposals at Amherst Town Hall, Confederation Memorial Building, located at 5 Ratchford Street, P.O. Box 516, Amherst, Nova Scotia, Canada, B4H 4A1, no later than 1:00pm local time on July 23rd, 2010 for RFP-10-11- LED Display Sign.

All proposals must include one (1) signed original and three (3) copies in a sealed envelope on which the outside will be clearly marked **RFP-10-11-LED Display Sign**, with the name and address of the proponent submitting the proposal. Proposals will be received until 1:00pm local time, July 23rd, 2010. Any proposals submitted by email, facsimile, or telephone will not be accepted under any circumstances. **There will not be a public opening of these proposals.**

It is the responsibility of each proponent to ensure their proposal arrives on time. Any late proposals will not be accepted. Proposals may be withdrawn at any time prior to opening. Proposals received after the Closing Time or in locations other than the address indicated will not be accepted and will be returned unopened.

All proposals must be firm for 60 calendar days. Price to include any/all delivery charges, FOB destination to Amherst, Nova Scotia. Any proposals that do not meet these criteria may be considered non-responsive.

Proposal approval will be contingent on funds being approved and the proposal being approved by the Town of Amherst Town Council. The successful proponent and the Town of Amherst can then proceed to settle, draft and sign the necessary legal agreement.

Full payment of this purchase/installation will be made only upon the department head's satisfaction as to the fulfillment of all the conditions of this contract.

The Town of Amherst reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Town.

The Town reserves the right to request clarification of information submitted and to request additional information from one or more proponents. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the proponent, and shall not be passed on to the Town under any circumstances.

Any communication between proponent and the Town (Roger MacIsaac: Ph: 902-694-0295 e-mail: rmacisaac@town.amherst.ns.ca) will be initiated by the appropriate Town staff member in order to obtain or clarification needed to develop a proper, accurate evaluation of the proposal.

REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA

Page 2 of 9

Such communications initiated by a proponent may be grounds for disqualifying the offending proponent from consideration for award of the proposal and/or any future proposal.

QUESTIONS

The information that is provided is sufficient for respondents to provide a complete proposal.

In comparing proposals, consideration will not be confined to price only. The successful proponent will be one whose product is judged to best serve the interests of the Town of Amherst.

The following criteria will be used for evaluation of each proposal:

- 1) Total Cost of Ownership (34%)
- 2) Total System Design (including but not limited to; esthetics, quality, and ease of operation) (33%)
- 3) Warranty and After Sale Support (33%)

Original manufacturer's spec sheets of the proposed units are to be submitted with the proposal.

Please submit a price and delivery date for the LED display sign required to meet the requested specifications and display capabilities as described in Appendix A.

Price to include:

1. All materials supplied will be F.O.B. Amherst, NS.
2. Pricing for supply, installation, training and maintenance program (if required).

Proponents must include a list of equipment to be used in the installation of these fixtures. Equipment must be certified for this type of work. All employees are to be qualified to carry out this work. If it is necessary to carry on work in the street right of way the contractor will be responsible for providing traffic control in accordance with Nova Scotia Department of Transportation – NSTIR Temporary Workplace Traffic Control Manual (Latest Edition).

Proponent must submit in writing, a list of three (3) locations where this model (or similar) is in operation.

Regards,

Roger MacIsaac
Town of Amherst
5 Ratchford Street, P.O. Box 516
Amherst, Nova Scotia, Canada B4H 4A1

REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA

Page 3 of 9

REQUEST FOR PROPOSALS

Project Description

The Town of Amherst will be selecting a proponent to supply and install Monochrome Outdoor LED Matrix display sign approximately 1.2 meters (4') x 2.46 meters (8') sign at the Amherst Stadium at 151 Church Street Amherst. The sign must be designed so that all changes to the text of the sign will change either by computer modem from offices at Town Hall, or by remote at the Stadium.

The proponent must use the existing support posts and provide the installation. The proponent must inspect the planned location for the sign and confirm that the existing structural setup will be adequate in size to support the proposed display sign.

Power (110 volt AC) is available at the planned site but arrangements must be made by the proponent for the connection of the power to the display sign. The connection must be made by a licensed electrician and meet all appropriate codes.

Telephone connection is not available at the site and if required for the operation of the display sign the proponent will make all arrangements and coordinate with Town of Amherst staff to have the installation of a telephone connection to link the sign to our existing offices. All costs associated with the installation of the telephone connection must be included in the proposal price.

Proponent will warranty all aspects of the project installation for one full year from date of acceptance.

Specifications

Complete specifications must be supplied as part of the proposal.

REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA

Page 4 of 9

1.1 **Definitions**

The following terms have the following meanings:

- .1 **“Contract”** means the legal agreement, if any, entered into between the Town of Amherst and the successful proponent following the conclusion of the RFP process, approval of the Contract by the Town of Amherst, and the settlement, execution and delivery of the same by each party to the Contract.
- .2 **“losses”** means in respect of any matter all:
 - (a) direct or indirect, as well as
 - (b) consequential,

Claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- .3 **“Project”** means the conversion of HPS street lighting to LED street lighting, Amherst, Nova Scotia.
- .4 **“Proponent”** means the legal entity(ies) who has (have) signed and delivered this Proposal Form and **“proponent”** responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- .5 **“Proposal”** means the package of documents consisting of this Proposal Form, as well as all Schedules, once completed and submitted to the Town of Amherst by the Proponent, and **“proposal”** means any proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.
- .6 **“RFP”** means the documents issued by the Town of Amherst as Request for Proposal RFP-10-08, including all addenda.
- .7 **“Services”** means the services and work noted in Schedule A- *Requirements* that the successful proponent will provide under the Contract.
- .8 **“Sub-contractors”** includes any or all third parties listed in Schedule D of this Proposal Form.
- .9 All other terms (capitalized or not) have the meanings given to them in the RFP.

REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA

Page 5 of 9

2.0 GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by Town of Amherst

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 – *Limitation*, Section 4.4 – *Dispute Resolution*, 5.2 – *Proponent’s Submission Confidential*, and Section 5.5 – *Declaration of Confidentiality*), the Town of Amherst assumes no legal duty or obligation in respect to this RFP or unless and until the Town of Amherst enters into a Contract. **This RFP process is at all times contingent on funds being approved by the Town Council of the Town of Amherst and a Contract being signed by the Town of Amherst.**

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 – *Proponent’s Submission Confidential*, and Section 5.5- *Declaration of Confidentiality*), the Town of Amherst and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 - *Protection of the Town Against Lawsuits*, and the following:

.1 No Duty

The Town of Amherst has no legally enforceable duty or obligation to the Proponent unless and until the Town of Amherst signs a Contract with the Proponent.

.2 Proponent’s Risk

The Proponent acknowledges that the Town of Amherst is a public body required by law to act in the public interest. Accordingly, in no event does the Town of Amherst owe to the Proponent (as opposed to the public):

- (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the proposal process; or
- (b) any contract or tort law duty to preserve the integrity of the RFP process.

And the Proponent now waives and releases the Town of Amherst from all such duties and expressly assumes the risk of all Losses arising from participating in the proposal process on this basis.

.3 Proponent’s Cost

The Proponent now assumes and agrees to bear all costs and expense incurred by the Proponent in preparing its Proposal and participating in the proposal process.

REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA

Page 6 of 9

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Town of Amherst at the Town of Amherst's sole discretion.

3.2 Reservation of Complete Control over Process

The Town of Amherst reserves the right to retain complete control over the RFP and proposal process at all times until the execution and delivery of a Contract. Accordingly, the Town of Amherst is not legally obligated to review, consider, or evaluate the proposals and need not necessarily review, consider, or evaluate the proposals in accordance with the procedures set out in this RFP and the Town of Amherst reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all proposals at any time without further explanation or notification to any of the proponents subject only to the express legal terms and conditions which being the Town of Amherst, which terms and conditions are expressly limited to those set out in Section 4.3 – *Limitation*, Section 4.4 – *Dispute Resolution*, Section 5.2- *Proponent's Submission Confidential*, and Section 5.5 – *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The Town of Amherst may, at any time prior to signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other proponents or changes to the RFP, and, without limited the general scope of Section 4.0 – *Protection of City Against Lawsuits*, and by way of example only, the Town of Amherst will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF TOWN OF AMHERST AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the Town of Amherst is in breach of Section 5.2 – *Proponent's Submission Confidential*, or Section 5.5 – *Declaration of Confidentiality*, the Proponent now releases the Town of Amherst from all liability for any Losses in respect of:

REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA

Page 7 of 9

- .1 any alleged (or judicially imposed) breach by the Town of Amherst of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the Town of Amherst has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- .2 any unintentional tort of the Town of Amherst occurring in the course of conducting this RFP process;
- .3 the Proponent preparing and submitting its Proposal;
- .4 the Town of Amherst accepting or rejecting its Proposal or any other submission;
- .5 the manner in which the Town of Amherst:
 - (a) reviews, considers, evaluates or negotiates any proposal,
 - (b) deals with or fails to deal with any proposal or proposals, or
 - (c) decides to enter into a Contract or not enter into any Contract; and
 - (d) the proponent(s), if any, with whom the Town of Amherst enters a Contract.

4.2 Indemnity

Except only and to the extent that the Town of Amherst breaches Section 5.2 – *Proponent's Submission Confidential* or Section 5.5 – *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the Town of Amherst harmless from and against all Losses, in respect to any claim or threatened claim by the Proponent or any of its Sub-contractors or agents alleging or pleading.

- .1 any alleged (or judicially imposed) breach by the Town of Amherst or its officials or employees of the RFP (it being agreed to that, of the best of the parties' knowledge, the Town of Amherst has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),
- .2 any unintentional tort of the Town of Amherst or its officials or employees occurring in the course of conducting this RFP process, or
- .3 liability on any other basis related to this RFP or the proposal process.

REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA

Page 8 of 9

4.3 Limitation

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the Town of Amherst breaches 4.3 – *Limitation*, Section 4.4 – *Dispute Resolution*, Section 5.2 – *Proponent’s Submission Confidential*, or Section 5.5 – *Declaration of Confidentiality*), the Town of Amherst or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-contractors or agents on any basis or legal principle of any kind, the Town of Amherst liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the proposal process (except only and to the extent that the Town of Amherst breaches Section 4.3 – *Limitation*, Section 4.4 – *Dispute Resolution*, Section 5.2 – *Proponent’s Submission Confidential*, or Section 5.5 – *Declaration of Confidentiality*, and also excepting any disputes arising between the Town of Amherst and any proponent with whom the Town of Amherst has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes – Town of Amherst’s Property

- .1 All RFP packages and addenda provided to the Proponent by the Town of Amherst remain the property of the Town of Amherst and must be returned to the Town of Amherst upon request.
- .2 The documentation containing the Proposal, once submitted to the Town of Amherst, becomes the property of the Town of Amherst, and the Town of Amherst is under no obligation to return the Proposal. Proposals may be withdrawn up until closing time.

5.2 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the Town of Amherst in the course of the publicly reporting or any public proposal opening:

**REQUEST FOR PROPOSAL - RFP-10-11
SUPPLY/INSTALLATION SERVICES FOR LED DISPLAY SIGN
AMHERST, NOVA SCOTIA**

- .1 the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- .2 any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the Town of Amherst and will not be disclosed to the Proponent nor anyone else;
- .3 the disclosure of the information in item 1 above to anyone outside of the Town of Amherst's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- .4 the disclosure of the information in item 1 above, could reasonably be expected to harm the Proponent's competitive position, harm the Town of Amherst's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the Town of Amherst.

6.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 6.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and the Town of Amherst.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A, AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent

Date

Print Name and Title